



**City of Nashua**  
**Central Purchasing**  
229 Main Street  
Nashua NH 03060  
603-589-3330 Fax: 603-589-3344

August 19, 2010

**Request for Proposals**

**CNG Fuel Station  
RFP0241-091610**

The City of Nashua is seeking proposals from qualified suppliers to design, build, own, operate, maintain and supply fuel for a fast fill compressed natural gas vehicle fueling station. The station will be placed on one of three City owned parcels located off or near Riverside Drive in Nashua, NH. The City will purchase 8 CNG refuse trucks and anticipates purchasing up to 90 heavy duty vehicles within the next 5 to 7 years. In addition, the station will be utilized by commercial accounts. The City has had discussions with major corporations who have expressed interest in using the facility. The station must be completed by June 18, 2011. The successful bidder will operate the station for 15 years. At the end of the 15 years, the City will own the station. Bidders must note any exceptions to the bid specifications on a separate page. The successful bidder will be required to provide comprehensive training on the operation of the CNG facility.

**SUBMITTAL INSTRUCTIONS:**

An optional pre-bid meeting will take place on Thursday, August 26, 2010 at 10:30 a.m. at 9 Riverside St., Nashua, NH. Bidders may attend in person or by conference call. The pre-bid meeting will include a preview of the proposed sites for the CNG station. Proposals must be **submitted with one (1) original and three (3) copies** in a sealed envelope to the Central Purchasing Office, 229 Main Street, Nashua, NH 03060 by **3:00 p.m. on Thursday, September 16, 2010**. Envelopes must be marked **"Proposal for CNG Station"**.

Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time. Further details are available on the City's web site, [www.nashuanh.gov](http://www.nashuanh.gov), under Citizens Favorites, Current Bid Opportunities, document **RFP0241-091610**. Names of those that have submitted proposals will be posted on the City's web site, under Bid Results, within three (3) hours of the opening.

The successful vendor will be required to provide insurance certificates with the City of Nashua named as an additional insured. Nashua requires \$1,000,000.00 General Liability per occurrence; \$2,000,000.00 aggregate; \$1,000,000 Automobile Liability; and proof of Workmen's Comp coverage in line with State of NH requirements. A performance bond will be required equal to the amount of the contract.

The City reserves the right to reject any and all proposals in whole or in part on any basis without disclosure of a reason; to negotiate with any party; to waive informalities or defects in proposals; to require test proving of proposed equipment; or accept such proposals as it shall deem in the best interests of the City.

The City of Nashua assumes no liability for the payment of costs and expenses incurred by any bidder in responding to this RFP. All proposals become the sole property of the City of Nashua. This RFP is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

All proposals must remain in effect for a minimum of 90 days after opening.

The project timeline is as follows:

	Date	Time
Optional Pre-bid Meeting	Thursday, August 26, 2010	10:30 am -- 9 Riverside St
Deadline for Vendor Questions	Wednesday, September 1, 2010	12:00 noon
Answers/clarifications posted	Friday, September 3, 2010	2:00pm
Proposal submittal date	Thursday, September 16, 2010	3:00pm Purchasing Department
Interviews/negotiations	To be announced	To be announced
Notice to Proceed	On or about November 1, 2010	
Completion of Project	Saturday, June 18, 2011	

Address all communications concerning this Request for Proposals **in writing** to:

Susan Valaitis, Director, **or**  
Lisa Fauteux, Superintendent of Solid Waste  
The City of Nashua  
229 Main St  
Nashua NH 03060

Email: [valaitiss@nashuanh.gov](mailto:valaitiss@nashuanh.gov)  
Or  
[fauteuxl@nashuanh.gov](mailto:fauteuxl@nashuanh.gov)

All terms and conditions noted in Attachment 1 of the City of Nashua Purchasing Manual shall apply.

Pursuant to NRO 5-78 (F), the Purchasing Manager shall not solicit a bid from a contractor or firm who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments.

Respectfully,

Mary Sanchez CPPB  
Purchasing Agent II  
City of Nashua  
[sanchezm@nashuanh.gov](mailto:sanchezm@nashuanh.gov)

**CITY OF NASHUA  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS  
CNG STATION**

**RFP0241-091610**

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**CITY OF NASHUA  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS**

**RFP0241-091610**

**SECTION I REQUEST FOR PROPOSAL SUMMARY**

The City of Nashua (the City) is soliciting proposals from qualified vendors to design, build, own, operate, maintain and supply fuel for a fast fill Compressed Natural Gas (CNG) vehicle fueling station on a parcel of City-owned property located at Riverside Drive, Nashua, NH as detailed in Section IV of this RFP. All work shall be completed and the station shall be operational by June 18, 2011.

All proposals must be delivered to the address specified in the RFP Timetable no later than 3:00 P.M. on Thursday, September 16, 2010.

**BACKGROUND & PURPOSE**

The City of Nashua has decided to utilize CNG in its refuse trucks and will launch a City wide effort to convert to alternate fuels, primarily utilizing CNG, where appropriate. The City has engaged several local area businesses who also have interest in CNG vehicles who will partner with the City on its immediate station use and future development. This will enable the City to significantly reduce the emission of harmful pollutants into the environment, reduce operating costs and achieve fuel price stability. Available CNG vehicle fueling stations are impractical as a primary fuel source to accommodate the current CNG program, as well as any expansion thereof. The City therefore finds that the location of a CNG fueling facility upon City-owned property will serve to ensure the continued availability of CNG fueling services to the City and others wishing to pursue CNG fuel alternatives, enhance the health, safety and welfare of the public and promote efficient delivery of municipal services.

**SECTION II - GENERAL INFORMATION**

**1. Status of Information**

- 1.1 The City shall not be bound by any oral or written information released prior to the issuance of the RFP.
- 1.2 The City shall not be bound by any oral or written representations, Statements or explanations other than those made in this RFP, in City written responses to proposer inquiries or in a formal written addendum to this RFP.

**2. Communication With the City**

Proposers are advised that from the date this RFP is issued until the award of the contract, NO contact with City personnel related to this solicitation is permitted, except as shall be authorized by the designated City contact persons.

### **3. Proposer Inquiries**

- 3.1 All inquiries regarding this solicitation shall be **in writing** and addressed to Susan Valaitis, Director, at [valaitiss@nashuanh.gov](mailto:valaitiss@nashuanh.gov) or Lisa Fauteux, Superintendent of Solid Waste, at [fauteuxl@nashuanh.gov](mailto:fauteuxl@nashuanh.gov)

### **4. Addenda to the RFP**

- 4.1 The City shall issue a response no later than Friday, September 3<sup>rd</sup> at 2:00 pm to inquiries received by Wednesday, September 1 at noon. related to substantive issues and any other corrections or amendments to the RFP it deems necessary prior to the proposal due date in the form of written addenda.
- 4.2 It is the proposer's responsibility to assure receipt of all addenda. Proposers shall acknowledge the number of addenda received as part of their proposals.

### **5. Optional Pre-Bid Meeting**

August 26, 2010 at 10:30 a.m.  
Division of Public Works, 9 Riverside St., Nashua, NH  
Bidders may participate by teleconference

### **6. Site Visit**

Interested proposers are strongly encouraged, but not required to, inspect the site prior to submitting a proposal. Contact Susan Valaitis, Director, [valaitiss@nashuanh.gov](mailto:valaitiss@nashuanh.gov) to schedule an appointment.

See attached "Site Diagram for Compressed Natural Gas Fueling Station RFP – March 2009" in Appendix F.

### **7. Modified Proposals**

- 7.1 A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date and Time and, if applicable, up until the due date and time set for the submission of Best and Final Offers.
- 7.2 The Evaluation Committee shall consider only the latest timely version of the proposal.

### **8. Withdrawal of Proposals**

A proposal may be withdrawn in writing only prior to the Proposal Due Date and Time or, if applicable, up until the due date and time set for the submission of Best and Final Offers.

### **9. Late Proposals, Late Modifications and Late Withdrawals**

- 9.1 Proposals received after the Proposal Due Date and Time are late and shall not be considered.
- 9.2 Modifications and Withdrawals received after the Proposal Due Date and Time and/or, if applicable, after the due date and time set for the submission of Best and Final Offers, are late and shall not be considered.

## **10. Confidentiality**

- 10.1 Proposers shall specifically identify those portions of the proposal deemed to be confidential, proprietary information or trade secrets and provide any justification why such material, upon request, should not be disclosed by the City.
- 10.2 Information deemed by the proposer to be confidential or proprietary shall be easily separable from the non-confidential/proprietary sections of the proposal.

## **11. Costs Incurred By Proposers**

**The City shall not be liable for any costs incurred by proposers in the preparation of proposals or for any work performed in connection therewith.**

## **12. Oral Presentations and Interviews**

The City may require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

## **13. Discussions/Negotiations/Best and Final Offers**

- 13.1 The City reserves the right to enter into discussions/negotiations with one or more proposers and to subsequently request the submission of best and final offers from those proposers who, after the conclusion of such discussions/negotiations, are still under consideration for award. No proposer shall have any rights against the City arising from an invitation to enter into discussions/negotiations or to submit a best and final offer.

## **14. Proposer Acceptance of RFP and Contract Provisions**

Submission of a proposal signifies to the City the proposer's intention to compete for the award of the particular contract(s) and that the proposer understands and accepts that the terms and conditions specified in the RFP and the City's Standard Terms and Conditions as attached in Appendix D shall become part of the final contract.

## **15. Contract Award**

- 15.1 The contract(s) resulting from this solicitation shall be awarded to the qualified proposer(s) offering proposals that the City determines to be the most advantageous, based on the evaluation factors set forth in the RFP.
- 15.2 Any proposed contract award shall be subject to the approval of the City's Boards and Mayor.

## **16. RFP Postponement/Cancellation**

The City reserves the right to postpone or cancel this RFP and to reject all proposals.

# **SECTION III – PROPOSAL PROCEDURES AND REQUIREMENTS**

## **A. PROPOSAL, EVALUATION PROCEDURES**

### **1. Evaluation Committee**

The Evaluation Committee shall be comprised of a minimum of three (3) persons qualified to evaluate the components of this solicitation. If deemed appropriate by the City, the Committee may be expanded to include additional members.

## **2. Evaluation Committee Procedures**

- 2.1 All proposals received on or before the Proposal Due Date and Time at the location specified in the RFP will be evaluated to determine whether they meet the minimum qualification requirements set forth in the RFP.
- 2.2 Only those proposals meeting all the Minimum Qualification Requirements will be evaluated, rated and ranked by applying the Evaluation Criteria set forth in the RFP.
- 2.3 Where applicable, the City reserves the right to conduct a site visit to evaluate proposers' facilities.
- 2.4 The Evaluation Committee will make a determination to:
  - 1) Award a contract based on initial proposals from all or a "short list" of proposers. Should the determination conduct discussions/negotiations with all or a "short list" of proposers be made.
  - 2) Conduct discussions/negotiations with all or a "short list" of proposers. Should the determination to conduct discussions/negotiations with all or a "short list" of proposers be made:
    - The City may require proposers to give oral or visual presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein;
    - Upon completion of the discussions/negotiations, the Evaluation Committee will request that all proposers still under consideration for award submit a best and final offer by a common due date and time;
    - The Evaluation Committee will evaluate, rate and rank the best and final offers by applying the Evaluation Criteria set forth in the RFP.
- 2.5 A contract will be awarded to the qualified proposer whose proposal the City determines to be the most advantageous based on the evaluation factors set forth in the RFP.

## **3. Minimum Qualification Requirements**

All proposals received on or before the Proposal Due Date and Time and at the location specified in the RFP will be reviewed to determine whether they meet the Minimum Qualification Requirements set forth in the RFP. Proposals failing to meet the Minimum Qualification Requirements listed below will be declared non-responsive and shall not be further considered for award.

- 3.1 The proposal shall be responsive to all the material requirements of the RFP as indicated:
  - Proposal Cover Letter
  - Proposal Application Form, including required Non-Collusion and  
Public Disclosure Forms
  - Program Proposal
  - Statement of Qualifications
  - Price Proposal
  - Acknowledgment of Addenda

#### 4. Evaluation Criteria

The Evaluation Committee shall evaluate and rate all proposals that meet the Minimum Qualification Requirements by applying the Evaluation Criteria listed below.

a) **PROGRAM PROPOSAL (50%)**

- The applicant's demonstrated understanding of and ability to comply with the City's requirements in this RFP.
- Details and technical specifications of the proposed fueling station.
- The proposed project schedule
- The applicant's demonstrated ability to coordinate their activities with local utilities, authorities and regulatory agencies to complete this project.

b) **QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE (30%)**

Applicants shall prove to the satisfaction of the City that they are responsible proposers and possess the necessary qualifications and experience. This shall include a description of the company's qualifications and those of the individual(s) who will be working on our behalf.

The applicant shall provide details concerning at least three fueling stations that they have designed, financed, built and operated for CNG fueling with a capacity in excess of 1000 SCFM. The applicant shall provide names and telephone numbers of persons familiar with such projects as references for each.

Applicants should emphasize their experience in performing similar work for other governmental jurisdictions that provide services of essentially similar scope and magnitude as the City of Nashua.

c) **PRICING PROPOSAL (20%)**

This is a 100% vendor financed project. Complete the price proposal forms in Appendix E of this RFP.

#### B. PROPOSAL PACKAGE

The Proposal Package shall contain the following:

1. **Proposal Cover Letter**

The proposer shall submit a Cover Letter transmitting their Proposal Package to the City. The Cover Letter shall be signed and dated by an individual authorized to enter into a contract with the City on behalf of the proposer.

2. **Proposer Application Form**

The Proposer Application Form (See Appendix B) must be completed in its entirety and submitted as part of the total proposal package. The following items are to be submitted with the Application Form:

- Non-Collusion Statement Forms
- Public Disclosure Forms



### **3. Program Proposal**

In this section, the applicant is to develop the proposed program concept in narrative form. As the proposal will be judged on content, not length, a clear, concise narrative is recommended.

### **4. Price Proposal**

See Appendix E of this RFP.

### **5. Statement of Qualifications**

The Statement of Qualifications is a presentation of the qualifications and experience of the proposing organization and the staff who will be providing these services. At a minimum, this segment shall include a narrative, describing the proposer's programmatic, financial and managerial experience, with an emphasis on the provision of services similar or related to those required by the Scope of Services described in Section V of the RFP.

Provide a detailed showing of qualifications. Such showing shall include any information regarding technical, financial, and administrative capability to execute the project. In addition, the showing should include evidence of successful experience with the design, engineering, construction and maintenance of CNG fueling stations and contact information of people benefiting from construction, either property owners, tenants or other parties of interest to the facilities. By submitting these names, the applicant grants the City permission to contact these people to discuss the Proposer's performance.

Additionally, proposers may submit copies of any other materials which will permit the City to better evaluate the organization (e.g., letters of reference, recommendations, news articles, awards, etc.).

### **6. Acknowledgment of Addenda**

The proposer shall complete and submit the Acknowledgement of Addenda form, attached as Appendix C, as part of the Proposal Package. This form serves as the proposer's acknowledgment of the receipt of any addenda which may have been distributed by the City prior to the proposal due date and time.

### **7. Required Documents**

The following documents, included in Appendix D, shall be completed and submitted by the proposer in conjunction with the Proposal Package:

- Non-Collusive Bidders Certificate
- Public Disclosure Information

## **C. PROPOSAL PACKAGE SUBMISSION REQUIREMENTS**

1. Proposal Packages are due on or before the date (Thursday, September 16<sup>th</sup>) and time (3:00 pm) and at the location (Central Purchasing Dept, City Hall, Lower Level, 229 Main St, Nashua NH)
2. Proposers shall deliver one (1) original and three (3) copies of the proposal in a sealed envelope/package.
3. The outer envelope enclosing any materials submitted in response to this RFP shall be addressed as follows:

FROM: Proposer Name/Address  
TO: City of Nashua  
229 Main Street  
Nashua, NH 03060

Attention: Mary Sanchez, CPPB

Subject: RFP0241-091610 CNG Station

4. Proposers shall be responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the information required in item "3", above, appears on the outer envelope used by such service.
5. Proposal Package Checklist (Appendix A), itemizes each component/document that is to be submitted as part of the Proposal Package. The Proposal Package Checklist form must be affixed on top of the applicant's cover letter and must indicate that all required documents are included in the submission.

#### **SECTION IV – SCOPE OF SERVICE**

The City of Nashua is seeking proposals from qualified vendors to design, build, own, operate, maintain and supply fuel for a fast fill CNG vehicle fueling station on City property. The facility will be used to fuel various vehicles, the City's municipal refuse collection trucks, City Vehicles and local area business delivery and service vehicles.

The station shall be constructed and in operation by June 18, 2011. The complete public access CNG fueling station will be designed, permitted, built, owned, operated and maintained by the selected Applicant.

All proposals shall be accompanied by a proposed project schedule, showing completion of the project by June 18, 2011 and predicated upon and receiving a notice to proceed on or about November 1, 2010.

#### **Minimum requirements of fueling station**

- A. The fueling station shall not occupy a greater footprint than 1.5 acres, and shall be located in the area designated in the site diagram attached. Proposers shall submit a drawing, sketch or other representation of the design and appearance of the fueling station to be constructed at the site.
- B. The Applicant shall design, permit, build, supply equipment, own, operate and 100% finance the fueling station.
- C. The station shall, at a minimum, be capable of dispensing fuel to a fleet of 8 -25 vehicles. The station shall include necessary infrastructure capable of handling 50+ vehicles. Redundancy capable of fueling at 50+ of these requirements.
- D. The station shall include provisions for "roll-in" backup auxiliary power supply such as a natural gas or diesel fueled emergency power generator sufficient to operate the station at fifty percent of the foregoing minimum fleet requirements for a minimum of seventy-two (72) hours. Proposers shall guarantee that such "roll-in" backup auxiliary power supply shall be available within four (4) hours of any power outage experienced at the station. The station may be designed to service a greater number of vehicles at the option of the provider.
- E. Selected Vendor shall have available portable fueling station to be available to the City in case of construction delays or in the event of early delivery of purchased vehicles.
- F. The Applicant will provide 100% station operation and maintenance, including all preventative maintenance. The applicant will operate the facility in compliance with all

applicable law and regulation, including the applicable provisions of the Labor Law of the State of New Hampshire.

- G. The applicant will provide all required training for persons utilizing the CNG Fueling Station
  - H. The Applicant shall supply fuel to vehicles fueling at this facility, track consumption, bill accordingly, and provide upon request, reports to the City concerning same.
  - I. The Applicant shall enter into a License Agreement for the use and occupation of the property made available for the CNG Fueling station by the City. The License Agreement shall have a term of ten years, and shall be renewable for an additional term of five years at the option of the City. Upon the termination of the License Agreement, the fueling station shall become the property of the City. The License Agreement shall provide for:
    - a. an established fuel sales price on an annual basis for each of the ten years of the license term to CITY vehicles;
    - b. an established fuel sales price on an annual basis for each of the ten years of the license term to other non CITY vehicles.
    - c. a License Fee, payable to the City of Nashua which shall not be less than \$1,000 per month, for the right to construct and operate the facility at the site
    - d. a royalty payment for the sale of each Gasoline Gallon Equivalent (GGE) and Diesel Gallon Equivalent (DGE) sold from the site to Persons other than the City of Nashua.
- Annual rates per GGE and DGE, license fees, and Royalty payments shall be proposed on the forms in Appendix E of this RFP.
- J. The CNG fueling station must be capable of fueling at 3600 Psig, temperature compensated.
  - K. The station design and installation shall allow for capability of future expansion by a minimum of two hundred percent (200%) above the minimum station requirements set forth above.
  - L. The Applicant will provide a maximum four-hour response on a 24/7 basis for unscheduled maintenance and repairs. The CNG fuel station must meet all applicable regulations, codes and standards. The Applicant will incur all costs associated with meeting all applicable regulations, codes and standards, including costs associated with securing and meeting the terms of all necessary permits.

Provide details of all proposed equipment in the space provided at the end of this section.

- M. The City has been advised that National Grid, the local distribution company, may need to make a significant capital investment to support this project. The National Grid investment reportedly includes upgrading sections of gas service mains. The minimum pressure guarantee or station design pressure is 60 psi. The applicant is required to enter into an agreement with National Grid for these infrastructure improvements.

- N. The National Grid/PSNH will provide the electric service. The applicant must work directly with National Grid/PSNH to assure that all adequate electric service for current and future needs are provided in compliance with all applicable codes. The applicant will be responsible for all applicable charges.
- O. The City is aware of possible grant or funding opportunities being developed by the Federal and/or State governments which may become available for the development of CNG fueling stations. Proposers are encouraged to pursue and to apply for all such opportunities. Proposers may submit proposals with a multiple or tiered pricing structure if a decision on such grant applications will follow the deadline for proposals stipulated in this RFP, i.e., alternate fuel prices and/or alternate licensing fees with and without grant acquisition.
- P. Upon acceptance of a proposal and execution of a contract the successful applicant will be required to obtain and deliver a performance bond from an insurance company licensed to do business in the State of New Hampshire in the amount of \$1,000,000.00 in favor of the City of Nashua to guarantee the completion of construction of the station in a workmanlike manner. Upon the issuance of a Certificate of Occupancy following completion of construction of the Station and the commencement of CNG fueling services at the station, the successful applicant shall replace the construction performance bond with a performance bond with a sum of not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars in favor of the City of Nashua to guarantee the faithful performance by the successful applicant. The form of such bonds shall be subject to the approval of the City Attorney.

## **ADDITIONAL TERMS & CONDITIONS**

### **1. AWARD OF CONTRACT**

The City shall select a Contractor by means of a Notice of Award. Neither the selection of a Contractor nor the issuance of a Notice of Award shall constitute the City's acceptance of the proposal or a binding commitment on behalf of the City to enter into a contract with the Contractor, as any binding arrangement must be set forth in definitive documentation signed by both parties and subject to all requisite approvals.

Following issuance of the Notice of Award, the selected contractor shall be required to enter into a License Agreement, in a form approved by the City Attorney, for use and occupation of City owned land for the purpose of hosting the CNG Fueling Station. The terms and conditions of this RFP shall be incorporated into and made a part of the final agreement. The City reserves the right to negotiate the terms and conditions of a contract with a selected Contractor. The construction, design and any modification of the CNG Fueling Station pursuant to this RFP shall be subject to the approval of the City.

### **2. RIGHT OF REJECTION BY THE CITY**

Notwithstanding any other provisions of this RFP, the City reserves the right to award this Contract to the Contractor that best meets the requirements of the RFP not based solely on price factors. Further, the City reserves the right to reject any or all proposals prior to execution of the written agreement for any or no reason and without penalty to the City.

### 3. COMPLIANCE WITH LAWS

A selected Contractor shall pay for, at its sole cost and expense, and maintain during the Contract, and any extension thereof, all applicable permits, licenses, approvals, tariffs, tolls and fees and shall comply with all laws, ordinances, rules, orders and/or regulations of any governmental entity or agency in conjunction with the performance of the Contract.

### 4. INSURANCE

Contractor shall carry and maintain in effect during the performance of services under this contract.

- General Liability insurance in the amount of \$2,000,000 per occurrence; \$4,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability;
- Worker's Compensation Coverage in compliance with the State of New Hampshire. Statutes, \$100,000/\$500,000/\$100,
- Owner's Protective Liability Insurance \$2,000,000/\$5,000,000;
- and Environmental Liability to include sudden and gradual coverage for third-party liability including defense costs and completed operations in the amount of not less than \$1,000,000.

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the same insurance requirements as Contractor.

The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Contractor, and nothing in this contract shall create any contractual relationship between the City and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City employee and that there shall be no:

- (1) Withholding of income taxes by the City;
- (2) Industrial insurance coverage provided by the City;
- (3) Participation in group insurance plans which may be available to employees of the City;
- (4) Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the City.
- (6) Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days (30) written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Certificates must name the **City of Nashua as an additional insured**. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.
- All aggregates must be fully disclosed on the required certifications.
- The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative disclosed on the required certificate of insurance, proceedings, arbitrations, claims, demands, damages, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

5. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, delegate.

6. GOVERNING LAW

The Contract and all of the rights and obligations of the parties under the same shall be construed according to the laws of the State of New Hampshire as an agreement made and to be performed within the said state and any action, suit or proceeding in connection with or arising as a result of the Contract shall be heard only in the State Courts of the State of New Hampshire located in Hillsborough County.

7. Proposed Equipment to be Supplied

Compressors

Manufacturer: \_\_\_\_\_

Frame Model: \_\_\_\_\_

Designed SCFM per Unit at 60 psi inlet:

Number of Units: \_\_\_\_\_

Electric or Gas Drive (circle one)

Dryer

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

High Pressure Storage Vessels

Manufacturer: \_\_\_\_\_

Type: \_\_\_\_\_

SCF Capacity at 4500 psi: \_\_\_\_\_

Design pressure: \_\_\_\_\_

Number of vessels: \_\_\_\_\_

Configuration: \_\_\_\_\_

Fast-Fill Dispensers

Manufacturer: \_\_\_\_\_

Hoses per Unit: \_\_\_\_\_

Number of Units: \_\_\_\_\_

Fuel Management System: \_\_\_\_\_

**Additional Information:**

## **ATTACHMENTS**

Appendix A: Proposal Package Checklist

Appendix B: Proposer Application Form

Appendix C: Acknowledgment of Addenda

Appendix D: Standard Bid Terms and Conditions

Appendix E: Price Proposal Forms

Appendix F: Site Diagram



## APPENDIX A

### PROPOSAL PACKAGE CHECKLIST

- I. All of the items listed below must be submitted to the City in a Sealed Envelope. One (1) set of originals and three (3) sets of copies of the Proposal Package, shall include each of the following documents:

\_\_\_\_\_ Proposal Package Checklist

\_\_\_\_\_ Proposal Cover Letter

Proposer Application with the Following Attachments:

- ☐ Non-Collusion Statement Forms
- ☐ Public Disclosure Forms

Program Proposal:

Statement of Qualifications

Acknowledgment of Addenda

- II. Outer Sealed Envelope must be addressed as follows:

City of Nashua  
PURCHASING DEPARTMENT  
229 Main Street  
Nashua, NH 03060

Attention: Mary Sanchez, CPPB

RFP0241-091610 CNG Fueling Station

Proposal Due Date: September 16, 2010

Time: 3:00 P.M.

## Appendix B

City of Nashua  
Proposer Application Form  
RFP0241-091610

Design, Build, Own, Operate, Maintain and Supply Fuel for a Fast Fill Compressed Natural Gas Vehicle Fueling Station

A. Complete Legal Name and Headquarters Address of Applicant:

B. Applicant's contact person for any/all questions related to this proposal:

(Name) (Title) (Tel. No.) (Email Address)

C. Has the applicant ever been declared not responsible or disqualified from bidding by any governmental jurisdiction within the State of New Hampshire, or is any proceeding pending relating to the responsibility or qualifications of the bidder to receive public contracts?

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, please explain:

D. Has the applicant ever had a contract terminated prior to the expiration date of the contract?

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, please explain:

E. Please provide three references familiar with the proposing organization's work and for each supply: name, address, contact person and telephone number.

1. ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Service Performed: \_\_\_\_\_

Contract Value: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_

2. ORGANIZATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
Service Performed: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE (    )

3. ORGANIZATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
Service Performed: \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE (    )

**PLEASE NOTE:** This completed, two page form should be attached to the applicant's cover letter.

Be sure to complete and attach the Non-Collusion Forms and Public Disclosure Forms contained in appendix D.

## APPENDIX C

### ACKNOWLEDGMENT OF ADDENDA

This form serves as a proposer's acknowledgement of the receipt of addenda which may have been distributed prior to the proposal deadline.

#### **Design, Build, Own, Operate, Maintain, and Supply Fuel for a Fast Fill compressed Natural Gas Vehicle Fueling Station.**

RFP0241-091610

##### Part I:

Listed below are the dates of issue for each addendum received in connection with this RFP.

Addendum #1 Dated \_\_\_\_\_, 2010

Addendum #2 Dated \_\_\_\_\_, 2010

Addendum #3 Dated \_\_\_\_\_, 2010

Addendum #4 Dated \_\_\_\_\_, 2010

Addendum #5 Dated \_\_\_\_\_, 2010

Addendum #6 Dated \_\_\_\_\_, 2010

Addendum #7 Dated \_\_\_\_\_, 2010

Part II: \_\_\_\_\_ No addendum was received in connection with this RFP.

PROPOSER'S NAME: \_\_\_\_\_

PROPOSER'S SIGNATURE:

## **APPENDIX D**

### **Standard Bid Terms and Conditions**

NON-COLLUSION BIDDING CERTIFICATION

**For individual or partnership**

(Corporations are to complete the certification on the following page)

By submission of this bid or proposal, the bidder certifies that:

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- (C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (D) The person signing this bid or proposal certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf.

By \_\_\_\_\_  
Individual signature

Title (if partnership)

Witnessed by \_\_\_\_\_  
Individual signature

Address

## CORPORATE NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor:
- (B) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor:
- (C) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid proposal;
- (D) The person signing this bid or proposal certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (E) That attached hereto is a certified copy of a resolution authorizing the execution of this certificate by the signator of this bid or proposal on behalf of the corporate bidder.

RESOLVED that \_\_\_\_\_ of \_\_\_\_\_  
(Individual's name) (Name of corporation)

is authorized to sign and submit the bid or proposal of this corporation and to include in such bid or proposal the certificate as to non-collusion required by the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under penalties of perjury.

The forgoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_ at a meeting of its  
(Name of corporation)

Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate seal)

Authorized signature

## PUBLIC DISCLOSURE STATEMENT REQUIREMENTS

**To be considered responsive to this Bid and to receive an award the attached public Disclosure Statement must be completed and returned with the bid at the time the Bids are opened.**

1. List the names and addresses of all shareholders who hold an actual or beneficial interest in five percent (5%) or more of the outstanding stock issued by the contractor or vendor, including the names and addresses of officers and director of corporate shareholders.

2. List the names and addresses of any other contractor, vendor or person who has, holds or may derive any actual or beneficial percentage of 5% or more of an interest in any form of ownership (other than stock ownership) of the contractor/vendor.

3. Table of Organization

a. List names and addresses of all individuals serving on the Board of Directors or comparable body of the contractor or vendor.

b. List the name and addresses of all corporate officers of the contractor or vendor. (Include title of officer).



c. List the names and addresses of all counsel of the contractor or vendor.

4. The bidder is not in arrears to any governmental jurisdiction within the State of New Hampshire upon debt, contract or taxes: has not been declared not responsible or disqualified from bidding by any governmental jurisdiction within the State of New Hampshire, nor is any proceeding pending relating to the responsibility or qualifications of the bidder to receive public contracts.

☐ I affirm that the above is true ☐ I cannot affirm for the following reasons:

5. VERIFICATION

This section must be signed by an officer or principal of the contractor or vendor authorized as a signator of the company for the purpose of executing contracts. The undersigned affirms that the foregoing statements are true, under penalties of law.

Signed

Print name

Title

Date

## BID TERMS AND CONDITIONS

1. Responses to this Bid must be signed in ink and submitted in a sealed envelope. The envelope must be marked with the name of the Bidder, the Bid number and Bid Title, as described in the Public Notice. The unit price and extended price or each item shall be inserted in ink or by typewriter. Bidders may not bid multiple products for a single bid item. If a bidder offers more than one item, only the lowest price offering will be considered. If the price offerings are identical, only the first item listed will be considered. All original Bid paperwork is to be submitted in tact, complete. Do not remove any pages.
2. All Terms and Conditions annexed hereto including those appearing in any public advertisement are incorporated herein by reference. All Bid specifications shall be considered integral parts of this proposal/contract and shall be governing factors for parts, materials and/or services called for by this Bid.
3. No changes to the Bid document are allowed. No alterations, erasures or additions are to be made to the Bid documents. Bidders are instructed to note any exceptions to the bid specifications on a separate sheet, clearly marked "exceptions". Bidder must clearly identify the requirement as stated in the bid and the proposed deviations. Non-material variances may be waived by the City. Otherwise, the City will deem the goods as delivered as specified, and upon receipt and inspection of the goods, the City shall have the authority to return the goods for non compliance with the specification.
4. Unless otherwise specified, all Bids must be for new items.
5. Unless prohibited elsewhere in the specifications, when Bid specifically designates manufacturer or brand name, it is to be understood that the designation represents an accepted standard. The intention is not to limit competition and therefore, a Bidder may offer an alternative which claims to be equal to the designated established standard. The Bid proposal must then be plainly identified as an alternate and must be accompanied by required information pertaining to the alternative's manufacturer and features of the alternative Bid. The acceptance will be made by the City. A Bidder proposing an alternative may be asked to supply the City of Nashua with a sample.
6. Whenever requested, samples must be submitted free of charge. The City reserves the right not to award a contract to any bidder that submits samples which, in the sole judgment of the City, are not in accordance with the bid specifications. Samples will be retained by the City for thirty (30) days from the bid opening date. The City may consume, use or destroy any/all samples. Samples must be removed by the bidder, at the bidder's expense, within thirty (30) days thereafter. Samples remaining with the City beyond sixty (60) days from the bid opening date shall become sole property of the City and the City shall have the right to dispose of the samples at no cost or liability to the City.
7. It is the responsibility of the Bidder to submit a Bid in accordance with the Bid specifications. It will be presumed that by the bid opening date, the Bidder (1) has met all Pre-Bid requirements including Pre-Bid work site tours and Bidder meetings, (2) has examined all documents, drawings, Bid requirements, specifications and addenda. Failure to do so shall in no way relieve Bidder from any obligation in respect to the Bid.
8. The successful Bidder is to supply, deliver and install all Bid items including parts/accessories not specifically mentioned in the Bid specifications, but deemed necessary to complete the bid item unless otherwise noted. All parts/accessories are to be included in the Bid price.

9. Unless otherwise specified in the Bid document, all items supplied and/or installed as a result of an Award of a Bid shall be guaranteed by the contractor for a one (1) year period (commencing upon acceptance by the City) against any and all defects resulting from improper design, materials, construction or installation. Immediately after receiving notice of such defects the Successful Bidder will make good by replacing same without additional cost to the City.
10. At its discretion the City Board of the City of Nashua reserves the right to accept a Bid in whole or in part or reject all Bids and re-advertise in the manner as outlined by the general Municipal Law. Bids are awarded to the lowest responsible responsive Bidder in accordance with the "Basis For Award" stated in the Bid document. Cash discounts will not be a factor in determining awards, except in the case of tie bids.
11. Consideration will not be given to a bid price that is subject to a change that may cause an increase in cost at the time of delivery. Bid pricing must be held for the entire contract period as delineated in the Bid Specifications. An escalation clause will void a Bid.
12. For Requirement Contracts only, the contract period may be extended by mutual consent between the City of Nashua and the Successful Bidder unless stated otherwise. Requirement Contracts may be extended for up to two additional years beyond the initial contract period.
13. By submission of a proposal in response to a City of Nashua Bid, the Bidder certifies that the Bid is made without connection with any other Bidder and is in all respects without collusion or fraud.
14. The city reserves the right to investigate to determine that the Bid items and Bidder's qualifications or facilities meet requirements and are sufficient for proper performance in fulfilling Bid requirements. The Bidder must be prepared to present evidence of experience, ability and financial standing and certification from the manufacturer relative to authorization, delivery, service, and guarantee. If it is determined that the items proposed to be furnished do not meet Bid requirements or that the experience, qualifications, financial standing or facilities are not satisfactory, a Bid may be rejected. If the foregoing investigation occurs, the Bidder in no way is relieved of fulfilling all requirements and conditions as called out in the Bid. Also, it should be noted that the City of Nashua is in no way obligated to perform any of the above investigations prior to an Award.
15. All Bid Forms must be completed as required.
16. To avoid a conflict of interest, Bidders shall not be City Employees.
17. When applicable, in contracts for service when the Vendor is required to perform work on Nashua City Property or in Nashua City Facilities, the Successful Bidder agrees to obtain from an insurance company authorized to do business in the State of New Hampshire, and keep in force during the term of this contract, all insurance required under this RFP. Certified copies of the original insurance policies or riders shall be submitted to the City prior to the contract signing. Such insurance shall not be terminated, cancelled, modified, or changed by the Contractor or Insurance Company, except on thirty (30) days prior written notice sent by the Insurance Company via registered mail to the City. The Contractor and any subcontractors shall not commence any work until the following insurance coverages have been approved by the City:

## WORKER'S COMPENSATION

The Contractor shall provide, and maintain during the life of the contract, Workman's Compensation and Disability Insurance for all of his employees covering all operations under this Contract, whether performed by the Contractor or by his subcontractors.

## LIABILITY, PERSONAL INJURY AND PROPERTY DAMAGE

The Contractor shall provide and maintain during the life of the Contract Comprehensive General Liability Insurance as outlined in Item 4. INSURANCE.

## OWNER'S PROTECTIVE

The Contractor shall provide and maintain during the life of the Contract, Owner's Protective Comprehensive General Liability Insurance, naming the City of Nashua as insured, to protect the City from claims arising from the operations of the contractor and his subcontractors for damages or personal injury and property damage. In addition, the policy shall contain the following provisions:

1. The presence of the City, the City's representatives, consulting engineers, or their representative on the site of the work shall not invalidate the policy of insurance.
2. The policy shall not be invalidated by reason of any violation by the Contractor of any of the terms of any policy issued.

18. Bid quotations/pricing submitted in response to this Bid must remain firm for at least ninety (90) days.

19. Bid quantities may be exact or may be estimates. During the contract period, in no way is the City of Nashua obligated to purchase any items; In no way is the City of Nashua obligated to purchase the specified quantities.

20. Under similar circumstances, the prices set forth herein, as submitted by the Bidder, are extendable to any Department of the City of Nashua.

21. The City of Nashua reserves the right to cancel any contract resulting from this Bid for non-compliance/default/breach by the Vendor at any time, by written notice. Should the Lowest, Responsible, Responsive Bidder (the Successful Bidder) fail to perform work, supply items or service in a timely or professional manner or in accordance with Bid Specifications to the satisfaction of the City, the Bid or that portion of the Bid may be rescinded and re-awarded to the next Lowest, Responsible, Responsive Bidder. In the event that the Selected Bidder does not fulfill the contract in whole or in part due to default the City reserves the right to procure the goods or services from other sources and hold the Selected Bidder responsible for any excess cost, expenses, or damages.

22. Payment will be made only at the completion of contract to the satisfaction of the City. The City may reserve payment until the service rendered or the items delivered satisfactorily meet specifications, the expected performance and quality.

23. The Vendor shall comply with Contractors are prohibited from assigning, transferring, conveying, or subletting or otherwise disposing of the contract or of their right, title, or interest therein

or of their power to execute a contract to any other person or corporation without previous consent in writing of the City.

24. The City may, at any time and without cause, suspend or terminate this Contract upon the occurrence of any one or more of the following events:

- A. The Contractor fails to perform the work as specified in the Contract, or otherwise violates in any way any provisions of the Contract Documents.
- B. The Contractor/Vendor is adjudged bankrupt or insolvent.
- C. The Contractor/Vendor makes a general assignment for the benefit of creditors.
- D. A trustee or receiver is appointed for the Contractor/Vendor or any of his property.
- E. The Contractor/Vendor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
- F. The Contractor/Vendor disregards laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction.
- G. The Contractor/Vendor disregards the authority of the City of Nashua.
- H. The Contractor/Vendor fails to make prompt payments to subcontractors or for labor, materials, or equipment.
- I. The Contractor/Vendor fails to supply sufficient workmen, or suitable materials or equipment to complete the work.
- J. A change in Law.

## 25. INDEMNITY

The Contractor/Vendor shall defend, indemnify and hold the City, its agents, officers and employees harmless from any and all claims of any nature which may be filed by any person or entity as a result of his activities with respect to the work under this Contract, and/or arising from the Contractor's Vendor's negligence or omissions.

The Contractor/Vendor agrees to protect, indemnify and forever save and keep harmless the City and the individual member thereof and their agents, from and against any damage, penalty, fine, judgment, expense, or charge suffered, imposed, assessed, or incurred for any violation or breach of any law, ordinance rule, order or regulations occasioned by any act, neglect or omission of the Contractor/Vendor, its agents or employees and in the event of any violation or in case the City or its representatives shall deem any conduct on the part of the Contractor/Vendor, its agents, or employees to be objectionable or improper, the City shall notify the Contractor/Vendor by registered mail, return receipt requested, of such violations or misconduct and if after the expiration of five (5) days from the time notice is received by the Contractor/Vendor, the violation or misconduct is not rectified, then the City shall have the right to, at once, declare this agreement terminated without further notice to the Contractor/Vendor. If a good faith effort is made on behalf of the Contractor/Vendor to cure any violation or misconduct, the City may extend the time for compliance. The extension shall be within the sole discretion of the City.

## 26. UNCONTROLLABLE OR UNFORESEEN CIRCUMSTANCES

In the event of the occurrence of an act of God, a fire, flood, epidemic, earthquake, explosion, civil disturbance, strike by the employees or agents of any party hereto, or other event not within the control of the parties hereto, which occurrence shall prevent the performance of this Contract by either party, the obligation to perform shall be suspended for the duration of the occurrence, without penalty to either party, unless such occurrence shall continue for a period of ninety (90) days, in which case either party, by ten (10) days written notice to the other, may elect to terminate the Contract at its option.

## 27. SEVERABILITY

If any section, subsection, paragraph, clause, phrase or provision of this Agreement shall, by a court of competent jurisdiction, be adjudged or determined to be illegal, unlawful, invalid, or unconstitutional, shall not effect the validity of this Agreement as a whole, or any part of provision hereof, other than the part so adjudged or determined to be illegal, unlawful or unconstitutional.

## GENERAL TERMS AND CONDITIONS

UPON ISSUANCE OF A PURCHASE ORDER THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL APPLY

- 1) The City of Nashua is not responsible for materials, supplies or equipment delivered without a purchase order signed by the City Purchasing Manager. Changes to purchase orders are not permitted without prior written approval from the City.
- 2) Vendor shall be responsible for delivery of supplies in good conditions at point of destination. All supplies delivered shall be delivered to the delivery point specified on the Purchase order. All freight charges including unloading, inside delivery and assembly are to FOB City of Nashua. Inspection of deliver will be made at point of delivery, unless otherwise noted. The City of Nashua reserves the right to return at shipper's expense items which do not conform to specifications, quality, or standard of excellence. Damaged items will be rejected.
- 3) A Bid award may be conditioned, upon execution of a formal contract document.
- 4) Upon notification of Award, the Bidder shall comply with all Federal, State and Local laws relative, thereto.
- 5) Vendor shall comply with as applicable;
  - The New Hampshire State Labor Law relating to maximum working hours and minimum wage of employees and prohibiting discrimination on account of race, color, creed, or national origin in hiring employees within the State of New Hampshire involved in the manufacture of materials, equipment, supplies, or services as specified by this order.

- The Vendor shall comply with general Municipal Law pertaining to disqualifications of contractor for failure to waive immunity before a Grand Jury.
- The Vendor shall comply with General Municipal Law of NH relating to proper Workmen's Compensation to be earned by contractor.

## APPENDIX E

### Price Proposal Forms

Rates shall include the National Grid cost of fuel, all applicable taxes and other costs.

Cost per gasoline gallon equivalent (GGE) (125,000 Btu) and diesel gallon equivalent (DGE) (139,000 Btu) to be **offered to City of Nashua vehicles** for the following years:

January 1, 2011 through December 31, 2011:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2012 through December 31, 2012:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2013 through December 31, 2013:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2014 through December 31, 2014:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2015 through December 31, 2015:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2016 through December 31, 2016:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2017 through December 31, 2017

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2018 through December 31, 2018

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE



January 1, 2019 through December 31, 2019

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2020 through December 31, 2020

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

Cost per gasoline gallon equivalent (GGE) (125,000 Btu) and diesel gallon equivalent (DGE) (139,000 Btu) to be **offered to other non City vehicles** for the following years:

January 1, 2011 through December 31, 2011:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2012 through December 31, 2012:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2013 through December 31, 2013:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2014 through December 31, 2014:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2015 through December 31, 2015:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2016 through December 31, 2016:

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2017 through December 31, 2017

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2018 through December 31, 2018

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2019 through December 31, 2019

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

January 1, 2020 through December 31, 2020

\$\_\_\_\_\_ GGE                      \$\_\_\_\_\_ DGE

License Fee Payment to City of Nashua on a monthly basis for the following years:

**2011** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2012** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2013** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2014** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2015** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2016** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2017** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2018** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2019** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

**2020** Without Grant proceeds \$ \_\_\_\_\_ /mo.

With Grant proceeds \$ \_\_\_\_\_ /mo.

Royalty payment to City per GGE and DGE sold to parties other than City of Nashua,

\$ \_\_\_\_\_ / GGE Est. Annual Value: \$ \_\_\_\_\_

\$ \_\_\_\_\_ / DGE Est. Annual Value: \$ \_\_\_\_\_

## **APPENDIX F**

### **SITE DIAGRAM**

RFP0241-091610 Site Diagram  
(Posted on Web)